

# Energy Saving Superstar Promotion

## Terms & conditions

1. **Interpretation of terms and conditions:** These terms and conditions ('**Terms and Conditions**') apply to the promotion for the Energy Saving Superstar Competition ('**Promotion**'). In these Terms and Conditions, unless the context requires otherwise:
  - a) a reference to a 'clause', is a reference to a clause of these Terms and Conditions;
  - b) capitalised terms have the meaning given to them in the relevant clause;
  - c) the singular includes the plural and the plural includes the singular; and
  - d) 'including' and similar expressions are not words of limitation.
2. **Promoter:** The promoter of the Promotion is Regional Power Corporation ABN 57 955 011 697 (trading as Horizon Power) as established under section 4(1)(d) of the *Electricity Corporations Act 2005* (WA) of Stovehill Road, Karratha, Western Australia ('**Horizon Power**').
3. **Promotion Period:** The Promotion commences at 9:00 am on 13 February 2024 and ends at 5:00 pm on 29 March 2024 Australian Western Standard Time (**AWST**) ('**Promotion Period**').
4. **Eligibility criteria:** Subject to clause 5, entry into the Promotion is open to entrants ('**Entrants**') who:
  - a) are Western Australian residents;
  - b) are over the age of 18 years or if under the age of 18 years have the consent of their parent or legal guardian to enter the Promotion; and
  - c) reside at a premises which has a residential electricity account with the Promoter on the A2 tariff or have a small business account with the Promotor on the L2 tariff.
5. **Excluded entrants:** Entrants are ineligible to enter this Promotion if they:
  - a) do not satisfy the eligibility criteria set out in clause 4;
  - b) are an employee of Horizon Power; or
  - c) are an immediate family member of a director, manager, employee or agent of Horizon Power, its related bodies corporate or any agency associated with this Promotion.

For the purpose of this clause, "an immediate family member" means spouses, de-facto, children, step-children, parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
6. **Entry process:** To enter the Promotion, an Entrant must share with Horizon Power an energy efficiency tip, describing how he or she reduced their energy use and saved money in doing so. An Entrant can submit his or her entry by:
  - a) Share your YouTube link (up to 60 second video) to the Horizon Power Energy Hub page; or
  - b) Providing a written explanation in 100 words or less (and include any images, photographs, or drawings)to describe how they are reducing or have reduced their energy use and saved money in doing so.
7. **Cost of Entry:** There is no cost associated with entering the Promotion.
8. **Invalid entries:** The Promoter accepts no responsibility for incomplete, incorrectly submitted, delayed or misdirected entries into the Promotion.
9. **Maximum number of entries and prizes:** An Entrant is only permitted to complete and submit one entry. The Promoter has the right to remove any entries that appear to be duplicates or multiple entries from the same Entrant.



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10. **Draw date and method:** Chance plays no part in determining the winner. Each entry will be individually judged, based upon individual creative merit. All entries must be an independent creation by the entrant and must not infringe, or be alleged to infringe, any third-party rights. Entries must not have been published previously and/or have been used to win prizes in any other competitions. This will be performed at Horizon Power, 18 Brodie Hall Drive, Bentley WA at 4pm AWST at the end of the Promotion Period.
11. **Results final:** Subject to these Terms and Conditions, the results of the Promotion are final and no correspondence will be entered into. The judges reserve the right to disqualify any Entrant submitting an entry which, in the opinion of the judges, includes objectionable content, including but not limited to profanity, nudity, potentially insulting, scandalous, inflammatory, or defamatory images or language. The judges' decision will be final, and no correspondence will be entered into with any entrant.
12. **Notification:** The Prize Winners will be:
  - a) announced in accordance with clause 10;
  - b) notified by email sent within five business days of expiry of the Promotion Period;
  - c) announced on the Horizon Power website within five business days of expiry of the Promotion Period; and
  - d) announced on the Horizon Power corporate Facebook page within five business days of the expiry of the Promotion Period.
13. **Prize:** There are four prizes in total comprising Visa gift cards in the amount of \$500 each ('Prize'), one prize per Horizon Power region – Kimberley, Pilbara, Gascoyne Mid-West & Esperance/Goldfields. The Prize will be valid for 12 months from the date of notification. The total value of the Promotion is \$2,000 (inclusive of GST). If the Prize Winner is under the age of 18 years, the Prize will be awarded to the Prize Winner's parent or legal guardian.
14. **Collection of Prize:** The Prize Winner or the parent or legal guardian of the Prize Winner if the Prize Winner is under 18 years of age, will be required to:
  - a) confirm acceptance of the Prize within 10 business days of notification in accordance with clause 12;
  - b) collect the Prize within 20 business days of notification in accordance with clause 12;
  - c) provide evidence of their identity when collecting the Prize; and
  - d) cover the costs associated with collecting and using the Prize.

If a Prize Winner does not confirm acceptance of the Prize or collect the Prize in accordance with this clause 14, the Prize Winner will forfeit the Prize.
15. **No transfer of prizes:** The Prize will be provided by Horizon Power and must be taken by the Prize Winners as stated and is not transferrable. The Prize is not exchangeable for an alternative prize, including other goods, services or cash.
16. **Waiver of liability and additional documentation:** As a condition of accepting a Prize and to the extent permitted by law, each Prize Winner acknowledges and agrees to release Horizon Power from any liability in connection with or, in respect of, any loss as a consequence of the Prize.
17. **Breach of terms:** If Horizon Power determines, in its sole and absolute discretion, that a Prize Winner has breached these Terms and Conditions, then the Prize Winner must promptly return their Prize to Horizon Power upon receiving a request to do so.
18. **Reservation of rights:** Horizon Power reserves the right (subject to any applicable law) to cancel, terminate, modify or suspend the Promotion at any time.
19. **Limit of liability:** Horizon Power and others associated with this Promotion and their respective related bodies corporate, officers, employees, contractors, and agents will not be held liable during

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or after the Promotion Period, for any loss, damage, injury or death whatsoever which is suffered or sustained (including but not limited to direct, indirect and consequential loss and including but not limited to any loss, damage, injury or death arising from any person's negligence) in connection with:

- a) this Promotion;
- b) the promotion of this Promotion;
- c) the use of the Prize;
- d) the costs associated with collecting and using the Prize;
- e) the value of the Prize; and
- f) any tax liability incurred by the Prize Winner or eligible Entrant;

except for any liability which cannot be excluded by law (in which case the liability is limited to the minimum allowable by law).

Participation in the Promotion is at the eligible Entrants own risk and cost.

20. **Acceptance of Terms and Conditions:** Eligible Entrants accept and agree to abide by the Terms and Conditions upon completion of the entry process in accordance with clause 6.
21. **Force majeure:** If any act, omission, event or circumstance occurs which is beyond the reasonable control of Horizon Power or which prevents Horizon Power from complying with these Terms and Conditions, Horizon Power will not be liable for any failure to perform or delay in performing its obligations.
22. **Intellectual property:** Any entries submitted, in accordance with clause 6, as part of the Promotion becomes the property of Horizon Power. By submitting an entry, the Entrant warrants that he or she owns the intellectual property in the entry submitted. By participating in this competition you grant Horizon Power a perpetual, irrevocable, royalty-free, fee-free, worldwide, non-exclusive license (including a right of sublicense) to reproduce, adapt, publish, perform in public, broadcast, and communicate in public the submitted video or written entry and its content for marketing purposes or for any other purpose.
23. **Personal information:** This clause 23 sets out the basis on which Horizon Power may use an Entrant's personal information, such as their name, age and town of residence ('**Personal Information**').
- a) Entrants warrant that any Personal Information that they provide to Horizon Power is accurate.
  - b) Entrants irrevocably consent to Horizon Power using any Personal Information which they submit in connection with this Promotion on an on-going basis for any purposes connected with Horizon Power's business, including the conduct of the Promotion and publication of Prize Winners.
  - c) Horizon Power's use of an Entrant's Personal Information in accordance with this clause 23 may involve:
    - i) providing the Prize to the Prize Winner;
    - ii) publication in any media (including our websites and in print); and
    - iii) disclosure to third parties (including State and Territory lottery departments and Horizon Power's contractors) in connection with Horizon Power's business.
  - d) Entrants will not be entitled to receive any remuneration or notice in relation to the Horizon Power's use of their Personal Information in accordance with this clause 23.
  - e) Horizon Power will comply with the Australian Privacy Principles in the *Privacy Act 1988* (Cth) ('**Privacy Act**'). Horizon Power also has a Privacy Policy, which is available on request or on Horizon Power's website at <http://horizonpower.com.au/privacy-policy/> ('**Privacy Policy**'). Horizon Power will use any Entrant's Personal Information in accordance with the Privacy Act and its Privacy Policy.
24. **Governing law and jurisdiction:** These Terms and Conditions are governed by the laws applicable in Western Australia. The Entrants and Horizon Power irrevocably and unconditionally submits to



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the exclusive jurisdiction of the courts of Western Australia in respect of any proceedings arising out of or in connection with the Terms and Conditions.

